

**State of Colorado**

**Statewide Internet Portal Authority**

**Request for Proposal**

**Integration Contractor**

**To**

**Design, Build, Operate, Support, and Maintain**

**A**

**Statewide Internet Web Portal**

**October 29, 2004**

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## **1.0 Introduction**

The Statewide Internet Portal Authority is conducting a competitive Request for Proposal (RFP) process to select Colorado's Portal Integration Contractor. The Statewide Internet Portal Authority (SIPA) is requesting proposals from qualified integration contractors interested in submitting technical, cost, and management proposals to design, build, operate, support, and maintain the Portal Website, **www.colorado.gov**. The Portal Website will consist of inter/intra/extra-net infrastructure and application developments that are to be paid for under a benefit sharing, self-funding model.

SIPA was established in the 2004 Legislative Session (Senate Bill 04-244). The mission of SIPA (C.R.S. 24-37.5-105) is to:

- Develop the officially recognized statewide Internet portal;
- Provide electronic access for members of the public to electronic information, products and services;
- Develop and annually update a Strategic Business Plan;
- Issue appropriate requests for bids and proposals;
- Enter into contract with an Integrating Contractor;
- Provide appropriate administration and oversight of the selected Integrating Contractor;
- Enter into contracts for the provision of new services;
- Explore ways and means of expanding the amount and kind of electronic information, products and services provided;
- Explore technological means of improving access for members to the public; and
- Explore options for expanding a Statewide Internet Portal and its services to members of the public.

The purpose of this document is to solicit proposals demonstrating a prospective contractor's capabilities with benefit-sharing, self-funded portal projects. SIPA will

evaluate for technical and management capability and experience to successfully design, build, operate, support, and maintain the State of Colorado Internet Portal Website. SIPA will evaluate prospective contractor submissions and select the prospective contractor that best meets SIPA's requirements and needs over the span of the project.

The contractor will report to the Portal Authority's Executive Director and will be responsible for performing a substantial amount of the Authority's activities. Significant program and project management will be involved as will subcontract management. Additionally, the contractor will be responsible for the execution of specific projects and task orders mutually agreed to.

The basis of the authority to contractor relationship is performance based, benefit sharing. "Performance based" refers to payments being made AFTER performance. Both the Authority and the contractor will share the up front investment risks. The level of repayment will be based on revenue generated by the Authority and will be on a benefit sharing basis.

Proposals must provide detailed performance, technical, management, and functional solutions together with the commercial solution consisting of comprehensive cost-element breakdowns and the proposed revenue sharing model(s). Prospective contractors are encouraged to team with qualified partners. The work carried out under this RFP will be contracted for using a modified task order system and sub-contracting approaches that will provide the mechanisms for the costing and the benefit sharing of the respective tasks. SIPA anticipates that the successful contractor will develop relationships with other providers of hardware, software, and services such that the benefits-sharing-model can be implemented to the maximum advantage of the selected integration contractor, SIPA, and the State of Colorado including participating political subdivisions. In addition, each prospective contractor is encouraged to include proven solutions, with recommended timelines for implementation, that will increase the value proposition and success of a Statewide Internet Portal initiative.

The anticipated term of the contract will be five (5) years with the opportunity for two (2) two year extensions. The integration contractor selected through this competitive process and SIPA will work out the details of asset management and ownership, the self-funding and benefits sharing models, and task-order and subcontracting processes prior to signing the contract. In addition, a detailed Statement of Work will be developed, negotiated, and incorporated into the contract before the parties sign.

To ease end-of-contract transition, all contractual agreements are to include transfer of ownership of all assets (e.g., hardware, software, licenses, and intellectual property) to SIPA prior to contract termination. SIPA will not entertain any agreements that may cause loss of Portal service availability or functionality upon contract termination.

## **2.0 Project Background**

Acquiring, operating, and maintaining a Statewide Internet Web Portal capability has been a desire of Colorado State Government for some time. Initial efforts toward developing this capability were part of the New Century Colorado Project in 1999 and 2000. Given the lack of initial funding, the project was suspended in 2001. During the interim, The Governor's Office of Innovation and Technology (OIT) in cooperation with state agencies, collected requirements, refined approaches, and studied Internet portal initiatives in other states. In 2003, funding was identified by Governor Owens and legislation (Senate Bill 03-336) was signed on June 15, 2003 directing the OIT and the Commission on Information Management (IMC) to develop a detailed Statewide Portal Plan. The Portal Plan was delivered to the Legislature on April 16, 2004, two and a half months ahead of schedule.

During the 2004 Legislative Session, Senate Bill 04-244 was passed and signed by Governor Owens on June 3, 2004 creating the Statewide Internet Portal Authority, identifying the Portal Authority Board's membership, and establishing the legislative guidance and direction under which the Authority would operate. SIPA met for the first time on August 12, 2004 and subsequently authorized the preparation of this solicitation document and process on September 2, 2004.

For the purposes of this RFP, a statewide portal is a website that provides a suite of commonly used services, serving as a starting point and frequent gateway for access to SIPA provided information and services. Figure 2.0-1 - Portal Diagram provided below graphically represents the role of the portal in web interactions.

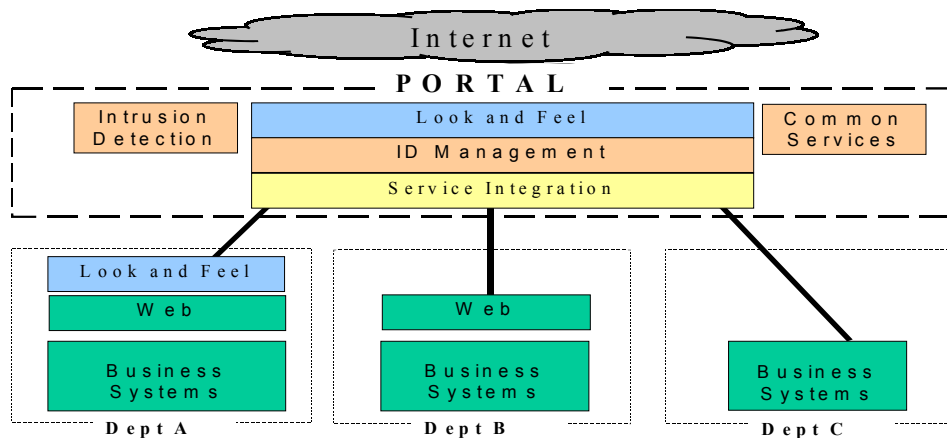


Figure 2.0-1 – Portal Diagram

The selected contractor will be responsible for building the initial portal infrastructure and developing a list of capabilities and services that state departments and other state and local government entities may subscribe to.

SIPA, working with its contractors and customers, will determine the roll out schedule of new Internet applications on an ongoing basis. SIPA and its contractors will respond as agencies develop new Internet application requirements, get them approved through the State's budget process, and develop the detailed specifications..

Future expansion of the portal will be based upon market surveys and validated requirements from Colorado citizen and business demands and the needs of state departments and other state and local government entities to provide services over the Internet.

### **3.0 Acquisition Schedule**

SIPA will proceed with the following dates for the various procurement milestones leading to contract award. This schedule is subject to revision.

Issue RFP	October 29, 2004
Written Questions due	November 12, 2004
RFP pre-bid Q&A Meeting	November 12, 2004
RFP Q&A's published	November 15, 2004
RFP proposals due	December 13, 2004
Contract Award	January 31, 2005

### **4.0 Proposal Submission Instructions**

SIPA is the sole point of contact for questions and answers regarding this RFP. Please address any and all inquiries and comments regarding this RFP only by fax letter or email. SIPA will acknowledge receipt of only written inquiries received prior to 8:00 AM on November 12, 2004 will be accepted and responded to. The time and location of the RFP Pre-Bid meeting will be posted on the SIPA web page accessed through [www.colorado.gov](http://www.colorado.gov), and on the State of Colorado's BIDS.

Mail: Statewide Internet Portal Authority  
C/O: Michael Cooke, SIPA Board Member  
Colorado Department of Revenue  
P.O. Box 17087  
Denver, CO 80217-0087

Fax: 303-866-2400

Email: [portalauthority@state.co.us](mailto:portalauthority@state.co.us)

Due Date, Time and Location

All proposals to be considered must be received by post or hand delivery by 5:00 pm Mountain Standard Time, December 13, 2004 and delivered to:

Statewide Internet Portal Authority  
C/O: Michael Cooke, SIPA Board Member  
State Capitol Annex, Room 404  
1375 Sherman Street  
Denver, CO 80261

Any proposal that fails to meet the submission deadline will be rejected without opening, consideration, or evaluation.

### **Format and Quantities**

Prospective contractors are to submit six (6) hard copies not exceeding two hundred (200) pages. Page format shall be a minimum of 10 point font, double-sided (2 pages), 8.5x11 inches. Additionally, one softcopy shall be submitted on a CD in WORD or PDF format.

## **4.1 Proposal Content and Organization**

This subsection describes minimum information to be included in the proposal. A prospective contractor is to provide concise, sufficient descriptions of its approach and solution to the respective requirements of this RFP. Each prospective contractor is encouraged to submit novel and innovative approaches to demonstrate relevant skills and experiences. If there are areas where the prospective contractor proposes an alternate approach, reasoning must be provided as to the benefits of the suggested alternative.

A prospective contract must, with appropriate detail as applicable:

- Specify hardware, software, networking, applications, and tools;
- Identify the product or function that is licensed from a third-party or developed by the prospective contractor; and
- Identify the implementation methodology and on-going operations, maintenance, and support activities.

In the Financial Section of the proposal list the costing information including a methodology of how the product will be paid for in its entirety or the marginal operating costs along with the proposed funding source. This section must include how revenue will be acquired and shared, what costs are to be incurred, and how the costs are to be shared. **FINANCIAL INFORMATION IS NOT TO BE INCLUDED IN OTHER SECTIONS OF THE PROSPECTIVE CONTRACTOR'S PROPOSAL!**

### **4.1.1 Introduction**

Provide a letter identifying the names and roles of the prospective contractor's participating partners and sub-contractors. Identify one person as the prospective contractor's point of contact with his or her address, telephone numbers, and email address. An authorized representative of the prospective contractor's organization must sign the letter. If the prospective contractor is a joint venture that is not a legal entity, then all of the joint venture members are to sign the letter. There is to be a statement that the prospective contractor accepts the terms and conditions of the RFP, without exception or amendment, or the prospective contractor alternatives to provisions included in Terms and Conditions Section 6.0 with appropriate rationale included.

### **4.1.2 Project Approach**

The prospective contractor's proposal must include a description of its solution for the fully built portal that follows and uses the outline of baseline activities in the Statement of Work in Section 8.0 below. The requirements, stated in the Requirements Section 7.0, should be used in this portion of the prospective contractor's response. The prospective contractor is to provide sufficient information to demonstrate its organization's and its proposed team's capacity and capabilities to effectively finance, design, build, operate, support, and maintain the Portal.

The prospective contractor shall describe past experience and successful use of this project approach in similar, large, complex enterprises. References and key success metrics are expected.

The prospective contractor's proposal must discuss at least two (2) situations where it identified opportunities from constituent surveys and successfully implemented initiatives addressing those opportunities including its refinement, prioritization, implementation methodology, success keys, performance metrics, and issues encountered together with its solutions.

### **4.1.3 Project Management**

The prospective contractor's proposal must identify and discuss the roles and responsibilities of its team, from the initial startup activities through completion of the first year of Portal operations, in accordance with the prospective contractor's proposed schedule. The prospective contractor's proposal must include an implementation plan and schedule; discuss its initiative proposal process; and describe its methodology and involvement with process engineering that supports and ensures initiative success.

The prospective contractor's proposal must include its organizational chart and staffing plan, clearly identifying key personnel for this initiative. In addition, the prospective contractor is to provide a detailed description of their management approach to ensure successful achievement of the implementation plan to include the proposed quality

assurance/quality control (QA/QC) methodology and proposed operations' service level agreements (SLA).

SIPA will be engaging an independent verification and validation (IV&V) vendor as an advisor. The prospective contractor is to account for its participation and involvement in all contract activities.

The prospective contractor must attach a proposed project plan and schedule that outlines a plan for each of the first five years of the contract. The plan should outline what will be done, when, and by whom.

#### **4.1.4 Infrastructure Solution**

The prospective contractor's proposal must include information about the specific infrastructure solution, with timelines; investment; costs components including, but not limited to hardware and software; and cost recovery approach as specified in RFP Section 7.2 below. Cost information should only be included in the Commercial and Financing Section pursuant to RFP Section 4.1.8.

This infrastructure solution shall support all applications and requirements in Section 7.0 and Section 8.0. The infrastructure solution must clearly describe the prospective contractor's business continuity/disaster recovery approach and solution. Prospective contractors shall include a sample service level agreement (SLA) to be used to manage the infrastructure solution, along with a description of the measurements, tools and review/enforcement process to be used in support of the SLA's.

#### **4.1.5 Open Architecture**

The successful portal solution will utilize open systems and standards to the greatest extent possible. The goals of maximizing scalability, reliability, portability, and maintainability, while minimizing total lifecycle costs, must be explicitly addressed in the proposal. Proposed solutions that do not follow open systems and open standards must specifically address the approach to system operation, maintenance, support and enhancement activities after the term of this contract.

#### **4.1.6 Option 1 – Legislative Matters**

The prospective contractor may, at its discretion, provide information with regard to the prospective contractor's background and experience in support of legislative matters. A prospective contractor choosing to do so is invited to discuss its involvement, experience, and solutions developing and operating Statewide Internet Web Portals with respect to State and Federal legislative and administrative matters. Matters that may be addressed



are: identifying legislation that needs to be in place and working with various State and Federal funding and budget sources.

### **4.1.7 Option 2 – Infrastructure Alternative**

A prospective contractor is encouraged to consider hosting the Portal infrastructure within an existing State of Colorado datacenter. Specifically, the State of Colorado's Department of Personnel and Administration has a data center located at 690 Kipling Avenue, Lakewood, Colorado. One possible infrastructure solution would involve utilizing the available resources of this facility. The description is provided in Appendix C.

The hosting solution proposed must be supported via a business case analysis, clearly addressing end-of-contract business continuity.

### **4.1.8 Commercial, Financial, and Contract Proposal**

The prospective contractor's proposal must contain three (3) sections: (1) Titled the Commercial Section consisting of the costing elements; (2) Titled the Financial Section consisting of the financing side of the prospective contractor's proposal; and (3) Titled the Contract Section of the prospective contractor's response to Appendix B.

Evaluation and selection of the successful prospective contractor is at the sole discretion of the Evaluation Committee and decisions of SIPA are final.

All proposals shall be considered valid offers for 120 days from the date of proposal receipt by SIPA

#### **Commercial Section (Costing)**

The Commercial Section must include a comprehensive list of all costs for services, hardware, software, applications, and implementation of the systems to achieve SIPA's objectives (Sections 7.0 and 8.0) and include the following:

- All equipment to be used on the project, with specific descriptions of this equipment;
- All proposed firms and individuals who are to be used as subcontractors on the project;
- All personnel and level of effort of the prospective contractor, partners, and subcontractor staff;
- An assessment of networking capabilities;
- A corporate background, references, statement of financial solvency, and management team biographies; and
- Sources of products and labor included in your proposal.

The legal structure of the prospective contractor's organization is to be provided as it relates to providing and achieving SIPA's objectives and commitments. If the prospective contractor's organization has not yet been formed, provide a brief description of the proposed structure and underlying agreements.

A prospective contractor is required to submit proposed itemized cost element breakdowns for items described in this RFP under a separately bound cover. All charges and costs are to be included in the cost sheet. All price quotations shall be valid for at least 120 days from the date of proposal receipt by SIPA.

The cost element breakdown supporting the above requirements for the prospective contractor, partners, and all sub-contractors shall be prepared in the following format:

- Direct labor
  - Rate
  - Hours
- Fringe benefits
- Overhead
- Other Direct Costs
- Partners/ Sub-contractors
  - A
  - B
  - C
- Total Partners and Subcontract
- Subtotal
- G&A
- Total Cost
- Fee
- Total Cost-Plus Fee
- Cost of Money

The prospective contractor must provide detailed supporting information concerning the costing methodology of the components of the respective line items. For instance, if management time is part of Direct Costs, then the estimated number of hours for each individual is to be specified. The prospective contractor's proposal must clearly identify the accounting practice under which company management and other support effort is costed. Direct labor costs are to be unburdened. If G&A only is applied to the prospective contractor's costs and not to third party costs, this is to be stipulated. If there are different fee rates whether SIPA or the contractor funds a task order, this is to be identified.

There are to be two costed and priced projects in the Commercial Proposal, one for the prospective contractor's project solution and the other for the Infrastructure solution.

## **Financing Section**

The Financing Section is to address the self-funded solution. The prospective contractor is to clearly identify the initial investment and provide assurances as to how it will meet its financial commitments, how the funding investment will be recouped, and provide examples of the proposed funding model together with where it has been successfully used by the prospective contractor. The prospective contractor is requested to propose their self-funded, benefit-sharing relationship in accordance with the Draft Contract Article 3, Para. F.

The prospective contractor is to include in the Financing Section any comments about the Portal Agreement's Terms and Conditions (RFP Section 6.0 below).

Contract Section Appendix B to this RFP is the Portal Project Model Contract. The prospective contractor must provide with its RFP response any comments it has concerning the Portal Project Model Contract in the Contract Section. Any comment to any terms and conditions is to consist of an explanation of the concern or issue together with suggested alternate, equitable language and appropriate rationale.

## **5.0 Basis for Award**

Each evaluation criteria has a maximum number of points reflecting its relative importance. SIPA will organize and instruct an Evaluation Committee. Each Evaluation Committee member will evaluate and score each proposal. Any Evaluation Committee member may or may not assign the maximum score for any criteria. After completion of the individual ratings, the Evaluation Committee will assemble and discuss each prospective contractor's submittal. A member may alter his or her ratings during the meeting. Any changes to a rating must be based solely on the criteria of this RFP.

The factors to be evaluated within each response section include, but are not be limited to, the following elements:

### Relevant Experience

#### Project Management

- Leadership
- Project Communications
- Management Processes
- Operational Portal Management
- Standards
- Constituent Needs Solution
- E-Billing and Expense Management
- Help Desk and Training

#### Applications

- Service Level Agreement and Metrics
- Portal Applications
- Application Integration Solution

- Content Management Solution
- Look and Feel Design Approach
- Electronic Payment Engine
- Open Architecture Solution
- Infrastructure Solution
  - Portal Infrastructure
  - Security Solution
  - Identity Management Solution
  - Communication and Collaboration Solution
  - Portal Operation and Hosting
- Business Continuity and Disaster Recovery Solution
- Network Connectivity Solution
- Commercial Proposal
  - Commercial Section
  - Financing Section
  - Financial Strength and Stability
  - Proposed Investment
  - Contract Section

To increase the value of the proposition, each prospective contractor may include proven solutions that are critical to the success of a statewide Internet portal, but may be implemented after the proposed infrastructure is built.

Upon completion of the evaluation, total scores for each prospective contractor's proposal will be calculated and the ranked list of prospective contractors examined. SIPA reserves the right to reject any or all of the proposals. SIPA also reserves the right to waive any irregularities or technicalities in considering or evaluating the proposals.

## **6.0 RFP Terms and Conditions**

These RFP Terms and Conditions govern this solicitation. Each prospective contractor must acknowledge and accept these terms and conditions in this RFP. A prospective contractor must include such acknowledgement in his or her proposal introduction letter to receive consideration of his or her submittal.

Evaluation and selection of the successful prospective contractor is at the sole discretion of the Evaluation Committee. Decisions of SIPA are final.

**COLLUSIVE BIDDING** - The prospective contractor's signature on his or her proposal cover letter is a guarantee that the proposal was prepared without collusion with any other prospective contractor. A prospective contractor is not restricted to forming a joint ventures, partnership or consortium, however, if any participant of the joint venture, partnership, or consortium is working in more than one proposal team, that participant is to establish reasonable controls so as to not permit any flow of information across or amongst proposal teams and his or her submittals.

SIPA will not be responsible for any costs incurred by any prospective contractor in the generation or submission of its proposal, visits, presentations given to personnel or its designees, documentation provided to personnel or its designees, production of any literature, or any other costs incurred while participating in the proposal and evaluation process.

All proposals and accompanying documentation provided in response to this RFP shall become the property of SIPA.

SIPA shall exercise reasonable efforts to limit circulation of prospective contractor's proprietary materials to SIPA Board Members, SIPA employees, and the State of Colorado personnel or their designees. A prospective contractor must mark any submitted material, which he or she regards as confidential with a "PROPRIETARY MATERIAL" designation. Due to the public nature of the SIPA, the SIPA cannot guarantee that submitted materials will not be reviewed by outside parties. In any case, SIPA shall not be responsible for the inadvertent or accidental release of such materials to unauthorized parties.

The prospective contractor may be required to submit, for the most current reported period, and a reasonable number of previous years, audited financial statements, a financial statement reviewed by a certified public accountant, a third-party prepared financial statement if an audited or reviewed statement is not available, or another financial statement prepared in the routine course of the prospective contractor's business, in order to assist SIPA in making its determination of prospective contractor's financial strength and stability.

SIPA reserves the option to request an on-site presentation from any prospective contractor who submits a response to this RFP.

SIPA may consider informally any proposal not prepared and submitted in accordance with the provisions of this RFP and reserves the right to waive any and all informalities or to reject any and all proposals.

To be a responsive bidder to this RFP, a prospective contractor **MUST** attend the Pre-bid Q&A Meeting. A prospective contractor attending the Pre-bid Q&A Meeting must submit all questions for consideration no later than 8:00 am MST, **November 12, 2004**. All prospective contractors will receive answers to the questions submitted as well as any RFP addenda, no later than 8:00 am MST, **November 15, 2004**.

## **7.0 Requirements**

This RFP does not contain a detailed compilation of technical and management requirements. Rather, a prospective contractor must demonstrate his or her familiarity with this technical and management area in his or her response to the RFP as specified in

RFP Section 4.0 above and in the Statement of Work Section 8.0 below. As noted in the Statement of Work Section 8.0, the successful prospective contractor will work within the process outlined by SIPA to respond to individual the Statement of Work requirements. At contract award, mutually recognized requirements will be incorporated into the resulting contract.

## **7.1 Open Architecture and State Standards**

The contractor shall provide SIPA with an open architecture solution as stated in the prospective contractor's proposal. The open architecture solution shall provide system(s) scalability, portability, reliability, and usability sufficient to meet the business needs of SIPA and its customers.

In providing its open architecture solution, the contractor shall utilize the State of Colorado's Information Technology Standards, Version 1.3, July 16, 2004 provided as Appendix A to this RFP.

## **7.2 Portal Infrastructure – Hardware, Software, and Systems**

The contractor shall provide a Portal Infrastructure solution that meets the following minimum infrastructure requirements and components:

- a) Provide an Enterprise Directory implementation plan providing Identity Management, Email, and Provisioning to support 20,000 users initially, migrating to one million (1,000,000) users by month 12 and four million (4,000,000) users by month 36;
- b) Webserver/AppServer Infrastructure to support Microsoft .NET, IIS, SQL Server Applications;
- c) Webserver/AppServer Infrastructure to support UNIX n-tier applications;
- d) Webserver/AppServer Infrastructure to support access to mainframe legacy (Cobol, VSAM, Natural/Adabase) application access via the portal;
- e) Proposed hosting strategy;
- f) Network, connectivity strategy;
- g) Support plan to efficiently manage this heterogeneous infrastructure;
- h) Identity Management solution to provide authentication, authorization, and audit of all access to portal provided services and applications;
- i) Intrusion Detection/Prevention/Response solution;
- j) Portal integration solution to rapidly and simply integrate services into the portal, whether such integration solution currently is available via a state department and other state and local government entity website, become available as a web service, or exist on a legacy system (e.g., Microsoft, Unix, or Mainframe Cobol/VSAM, Natural/Adabase)

## **8.0 Statement of Work**

The following is the outline description of the baseline activities for which the contractor will be responsible. The lists in Sub-Sections 8.1 and 8.2 are intended to be comprehensive lists of activities. Accordingly, if the prospective contractor's approach is different, how the proposed solution achieves the required service delivery is to be identified in sufficient detail in the prospective contractor's proposal. Likewise, if a service, operation, or support element was overlooked by SIPA in the opinion of the prospective contractor, these omissions must be identified and discussed in the appropriate section of the prospective contractor's proposal.

At contract award, a mutually acceptable Statement of Work will be incorporated into the resulting contract.

In general terms, each activity begins with requirements refinement, evaluation of alternative solutions, recommendation of a specific solution, followed by a formal approval to proceed for each agreed upon activity. Once approval to proceed is provided by SIPA, the contractor provides the service to SIPA for acceptance. Upon acceptance by SIPA, the contractor shall be directed to initiate operation of that service for SIPA and its customers.

### **8.1 Technical**

This sub-section of the Statement of Work defines those technical activities for which the contractor shall be responsible.

#### **8.1.1 Design, Build, Operate, Support, and Maintain Statewide Internet Web Portal**

The contractor shall design, build, operate, support, and maintain the official State Internet Portal for the Statewide Internet Portal Authority. The portal shall be the single gateway of access to state and local government information and services. The basic infrastructure components shall include: web hosting infrastructure, security, and a suite of basic services. (e.g., search, directory, etc.) These basic services provide the greatest opportunity for leverage across all SIPA's supported websites.

- 8.1.1.1 Requirements Refinement
- 8.1.1.2 Alternative Investigation and Evaluation
- 8.1.1.3 Recommendations
- 8.1.1.4 Approval to Proceed
- 8.1.1.5 Build
- 8.1.1.6 Acceptance
- 8.1.1.7 Operation, Support, and Maintenance

### **8.1.2 Web Hosting Services**

The contractor shall provide web hosting services necessary to support an operating website. These services include: Monitoring, alerting, reporting and anomaly response, capacity planning, capacity management, performance tuning, backup operations, restore operations, configuration management, system upgrade management, software release, domain name service management, digital certificate management, application maintenance, application support, business continuity and disaster recovery solutions. The contractor shall design, build, support, operate, and maintain a suitable web hosting capabilities.

- 8.1.2.1 Monitoring, Alerting, Reporting, Response, and Owner Access
- 8.1.2.2 Capacity Planning and Management
- 8.1.2.3 Performance Tuning
- 8.1.2.4 Backup and Restore Operations
- 8.1.2.5 System Upgrade Management
- 8.1.2.6 Configuration Management
- 8.1.2.7 Software Release
- 8.1.2.8 DNS Management
- 8.1.2.9 Digital Certificate Management
- 8.1.2.10 Application maintenance and support
- 8.1.2.11 Business Continuance and Disaster recovery solution

### **8.1.3 Security Management**

The contractor shall provide security for the portal itself and the various links. The contractor must provide all aspects of security including but not limited to: User identification, intrusion prevention, intrusion detection, intrusion response, virus prevention, spamming prevention, and redundancies for business continuity and disaster recovery. The business continuity and disaster recovery requirement is very important as state and local government becomes more dependent on Internet connectivity for their business.

- 8.1.3.1 Requirements Refinement
- 8.1.3.2 Alternative Investigation and Evaluation
- 8.1.3.3 Recommendations
- 8.1.3.4 Approval to Proceed
- 8.1.3.5 Build
- 8.1.3.6 Acceptance
- 8.1.3.7 Operation, Support, and Maintenance

### **8.1.4 Identity Management**



The contractor shall design, build, operate, support, and maintain an identity management system to support portal services. Identity management services will include, as a minimum, universal directory, user authentication, and user authorization to support web-based login services and web-based email services. The identity management system must support distributed administration. The identity management system must support 20,000 users initially (i.e., government employees for daily use), increasing to one million (1,000,000) users by month 12 and four million (4,000,000) users (i.e., state population, monthly use) by month 36.

- 8.1.4.1 Requirements Refinement
- 8.1.4.2 Alternative Investigation and Evaluation
- 8.1.4.3 Recommendations
- 8.1.4.4 Approval to Proceed
- 8.1.4.5 Build
- 8.1.4.6 Acceptance
- 8.1.4.7 Operation, Support, and Maintenance

### **8.1.5 Application Integration Toolset**

The contractor must provide SIPA the Portal infrastructure necessary to easily integrate services provided by State departments and other state and local government entities. The contractor shall integrate these services into logical user-flows based on end-user input. The contractor shall design, build, operate, support, and maintain a suitable application integration toolset to enable integration of services across government organizational boundaries. The toolset shall support the integration of: existing website services, web services, and applications which exist on legacy systems.

- 8.1.5.1 Requirements Refinement
- 8.1.5.2 Alternative Investigation and Evaluation
- 8.1.5.3 Recommendations
- 8.1.5.4 Approval to Proceed
- 8.1.5.5 Build
- 8.1.5.6 Acceptance
- 8.1.5.7 Operation, Support, and Maintenance

### **8.1.6 Content Management Toolset**

The contractor shall provide the infrastructure necessary to easily integrate information (content) provided by state departments and other state and local government entities. The contractor shall integrate this content into a common look-and-feel design (See 8.1.1.4). The contractor shall design, build, support, and maintain a suitable content management toolset to enable integration of content across organizational boundaries.

- 8.1.6.1 Requirements Refinement

- 8.1.6.2 Alternative Investigation and Evaluation
- 8.1.6.3 Recommendations
- 8.1.6.4 Approval to Proceed
- 8.1.6.5 Build
- 8.1.6.6 Acceptance
- 8.1.6.7 Operation, Support, and Maintenance

### **8.1.7 Electronic Payment Engine**

The contractor shall provide an electronic payment engine. The electronic payment engine shall provide for rapid provisioning of services for state departments and other state and local government entities that subscribe to this service. The electronic payment engine shall provide credit card and debit card authorization services as well as electronic check payment authorizations. The electronic payment engine shall provide real-time credit card payment processing to include the transfer of funds from the payment mechanism into the merchant account identified. The electronic payment engine shall support cash management reporting to enable using state departments and other state and local government entities to easily track each payment, the movement of funds, and to reconcile accounts with backend accounting systems (e.g., COFRS). The electronic payment engine shall enable a new entity to establish electronic payments on a website within 30 days of providing the following information: merchant bank account, product catalog and acceptable payment vehicles.

- 8.1.7.1 Requirements Refinement
- 8.1.7.2 Alternative Investigation and Evaluation
- 8.1.7.3 Recommendations
- 8.1.7.4 Approval to Proceed
- 8.1.7.5 Build
- 8.1.7.6 Acceptance
- 8.1.7.7 Operation, Support, and Maintenance

Due to the State Treasurer's statutory responsibility to manage the State's banking relationships and electronic payments, the business and technical requirements for the portal's payment engine will be subject to a memorandum of agreement between the Department of the Treasury and the Portal Authority.

### **8.1.8 Communications and Collaboration Toolset**

The contractor shall provide a communication and collaboration toolset. This toolset shall provide email, calendar services, file sharing, and instant messaging services available to subscribers via a web browser. Additional access mechanisms including POP3 and IMAP4 may be included.

- 8.1.8.1 Requirements Refinement

- 8.1.8.2 Alternative Investigation and Evaluation
- 8.1.8.3 Recommendations
- 8.1.8.4 Approval to Proceed
- 8.1.8.5 Build
- 8.1.8.6 Acceptance
- 8.1.8.7 Operation, Support, and Maintenance

### **8.1.9 Help Desk Toolset**

SIPA envisions that the Help Desk Toolset provided by the contractor will be used to support the Help Desk function called out in Section 8.1.11. SIPA anticipates that Help Desk services using the Help Desk Toolset acquired under this subsection will be offered as a subscription service to state departments and other state and local government entities. The contractor shall develop, acquire, or otherwise provide a Help Desk toolset for the portal. The Help Desk toolset shall be capable of accepting, maintaining, processing, and reporting Help Desk requests, and supporting the Help Desk staff in providing Help Desk related services including but not limited to: Routing, escalation, queuing, closure, and reporting. In addition, the contractor provided Help Desk toolset shall provide performance related reports and inquiry capabilities useful to managers of the help desk capability.

- 8.1.9.1 Requirements Refinement
- 8.1.9.2 Alternative Investigation and Evaluation
- 8.1.9.3 Recommendations
- 8.1.9.4 Approval to Proceed
- 8.1.9.5 Build
- 8.1.9.6 Acceptance
- 8.1.9.7 Operation, Support, and Maintenance

### **8.1.10 Operate Help Desk**

SIPA anticipates offering Help Desk services to state departments and other state and local government entities using the Help Desk Toolset acquired under Section 8.1.9. The contractor shall operate, support, and maintain a help desk service for SIPA. In addition to providing the Help Desk toolset (Section 8.1.9), the contractor shall staff and operate a call center whereby portal customers can obtain necessary Help Desk services. The scope of Help Desk services required to be provided by the contractor shall be specified in a Task Order.

- 8.1.10.1 Establish Customer Service Function
- 8.1.10.2 Provide On-line Help Information
- 8.1.10.3 Provide Email Support
- 8.1.10.4 Provide Telephone Support
- 8.1.10.5 Provide Periodic Reporting

### **8.1.11 Determination of Needs**

#### **(Colorado Citizens, Businesses, State Agencies, Local Government, and Other Political Subdivisions)**

The contractor shall conduct and document a determination of needs study related to current and future portal applications and services. The contractor shall survey state departments and other state and local government entities to determine their need for portal applications and services. In addition, the contractor shall survey, through appropriate means, Colorado citizens and businesses to determine what applications and services these groups require from SIPA. The contractor shall present the results of the determination of needs study in such a way that SIPA, in conjunction with state departments and other state and local government agencies, can assign appropriate priorities and develop appropriate implementation plans.

- 8.1.11.1 Requirements Refinement
- 8.1.11.2 Alternative Investigation and Evaluation
- 8.1.11.3 Recommendations
- 8.1.11.4 Approval to Proceed
- 8.1.11.5 Conduct Market Survey and Needs Assessment
- 8.1.11.6 Acceptance

### **8.1.12 Operate New Requirements Processing**

The contractor shall design, build, operate, support, and maintain a new requirements process for SIPA. As an on-going program, the portal will need continuous development, enhancement, and modification. The contractor shall provide a process that will detail how SIPA and the contractor will identify new and developing needs, develop the applications, cost application developments, train on the applications, implement, and maintain and enhance the applications.

- 8.1.12.1 Requirements Refinement
- 8.1.12.2 Alternative Investigation and Evaluation
- 8.1.12.3 Recommendations
- 8.1.12.4 Approval to Proceed
- 8.1.12.5 Implement Requirements Processes
- 8.1.12.6 Acceptance
- 8.1.12.7 Operation, Support, and Maintenance

### **8.1.13 Provide Training**

The contractor, working closely with SIPA, shall offer and provide training that will allow portal users as well as key operators to effectively use portal applications and services. The contractor shall provide initial training and any on going training as determined by SIPA. All training developed and delivered under this subsection shall be through appropriate Task Orders.

- 8.1.13.1 Requirements Refinement
- 8.1.13.2 Alternative Investigation and Evaluation
- 8.1.13.3 Recommendations
- 8.1.13.4 Approval to Proceed
- 8.1.13.5 Build Training Services
- 8.1.13.6 Acceptance
- 8.1.13.7 Provide Training Operation, Support, and Maintenance

### **8.1.14 Design New Portal Look and Feel**

Currently the state government of Colorado supports and maintains many different websites<sup>1</sup>. Additionally, Colorado County and Local government entities also maintain many websites and web domains of their own. These websites are department, agency, and sometimes service specific in their scope and presentation. No formal mechanism exists to standardize the look and feel of these sites. This makes it difficult for Colorado citizens, businesses, and other users of these websites to have confidence that the website they are interacting with is a state or local government entity. The statewide portal initiative seeks to improve this situation by creating a portal to focus user interactions with SIPA and local government entities. In this way, all government entities can provide a consistent interface to users that is easily recognizable, secure, and more operationally efficient.

The contractor shall design a new look and feel for the State of Colorado's Internet Portal. The design shall be "outside-in," based on user input (see RFP Section 8.1.11.). The designed look and feel shall support three levels of branding (e.g. State, County, and Local Government). The designed look shall provide consistent navigation throughout the site. The designed feel shall provide for consistent actions throughout the site. The contractor's design shall comply with Federal and State laws and State of Colorado Information Technology Policies and Standards regarding access by individuals with disabilities (e.g., Americans with Disabilities Act [ADA]). The contractor shall show how the look can easily be changed periodically (at least annually) without impact to content authors or service providers. The contractor shall show how the look and feel is supported through the appropriate toolsets including but not limited to content management, service integration, and collaboration.

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<sup>1</sup> Appendix B – Colorado Website Inventory, Statewide Portal Plan (Response to Senate Bill 03-336), April 16, 2004, Version 1.0

- 8.1.14.1 Requirements Refinement
- 8.1.14.2 Alternative Investigation and Evaluation
- 8.1.14.3 Recommendations
- 8.1.14.4 Approval to Proceed with Design
- 8.1.14.5 Design
- 8.1.14.6 Acceptance
- 8.1.14.7 Implement New Design

### **8.1.15 Operate Change Management Process**

The contractor shall design, build, operate, support, and maintain a change management process for SIPA. As an on-going program, the portal will need continuous development, enhancement, and modification. The contractor shall provide a process that will detail how SIPA and the contractor will identify the need for change to portal components, cost out proposed changes to portal components, authorize approved changes, implement changes, and maintain and enhance implemented changes.

- 8.1.15.1 Requirements Refinement
- 8.1.15.2 Alternative Investigation and Evaluation
- 8.1.15.3 Recommendations
- 8.1.15.4 Approval to Proceed
- 8.1.15.5 Implement Change Management Processes
- 8.1.15.6 Acceptance
- 8.1.15.7 Operation, Support, and Maintenance

## **8.2 Management**

This subsection of the Statement of Work defines those management activities for which the contractor shall be responsible.

### **8.2.1 Project Management**

The contractor shall provide its own internal project management support to the project and the activities assigned in Statement of Work Section 8.0. The contractor shall also provide its list of key personnel, by discipline addressing the respective technical, commercial, and management roles and responsibilities, who will be dedicated for the respective requirement.

#### **8.2.1.1 Leadership**

In addition to providing internal leadership to its own project team, partners, and subcontractors, the contractor shall take a leadership role in providing consultative

leadership with SIPA project lead, staff, and participants from state and local government within Colorado.

#### 8.2.1.2 Project Management Tasks and Functions

To successfully manage this program the successful contractor must establish the management processes necessary to appropriately prioritize efforts, manage resources, schedule activities, manage risk, and report results. The contractor will be responsible for the establishment and operation of these processes. Additionally, the contractor will be responsible for the implementation, operation, and maintenance of all quality assurance/quality control process necessary for successful and efficient program execution.

The contractor will be responsible for providing timely and accurate information, and access to contractor activities on a continual basis, to the IV&V vendor, to ensure effective overall program management.

The contractor shall detail the project management processes proposed for use in each of the following areas:

- 8.2.1.2.1 Scope Management
- 8.2.1.2.2 Planning and Scheduling
- 8.2.1.2.3 Quality Management
- 8.2.1.2.4 Risk Management
- 8.2.1.2.5 Project Reporting
- 8.2.1.2.6 Performance Metrics
- 8.2.1.2.7 Problem Identification and Resolution
- 8.2.1.2.8 Governance

#### 8.2.1.3 Policy, Standards, and Project Management Organization

The contractor shall actively manage compliance with required standards, policies, and project management practices. The contractor shall provide input and recommendations for improvement of standards, policies, and project management practices.

- 8.2.1.3.1 Policy
- 8.2.1.3.2 Architecture
- 8.2.1.3.3 Standards
  - 8.2.1.3.3.1 Development Methodology
    - 8.2.1.3.3.1.1 Modularity
    - 8.2.1.3.3.1.2 Design Artifacts
    - 8.2.1.3.3.1.3 Programming Language(s)
    - 8.2.1.3.3.1.4 Annotated source code

- 8.2.1.3.3.2 Quality Assessment and Quality Control standard (IEEE Software Engineering Standards or equivalent)
- 8.2.1.3.3.3 Federal and State law compliance, including but not limited to, Americans with Disabilities Act (ADA)
  - 8.2.1.3.3.3.1 Adherence to State Information Technology Standards

#### 8.2.1.4 Project Communications with Participants

The contractor shall take the lead in building, operating, supporting, and maintaining an adequate communication interchange with participants within state government at all levels, with Colorado citizens and businesses.

- 8.2.1.4.1 Customer Satisfaction Surveys
- 8.2.1.4.2 Newsletter
- 8.2.1.4.3 Internal SIPA Intranet Site
- 8.2.1.4.4 Presentations and Seminars
- 8.2.1.4.5 Public Relations Program

### **8.2.2 Legislative Matters Support and Strategic Business Planning**

The contractor shall provide input to the SIPA Annual Strategic Business Plan pursuant to 24-37.5-105 (c) C.R.S., which shall be incorporated in an annual report to the Colorado General Assembly. The contractor shall include any recommended legislative changes necessary.

- 8.2.2.1 Identify Needed Legislation, as Required
- 8.2.2.2 Support with State and Federal Agency Funding and Budget Sources
- 8.2.2.3 Support Updates to the SIPA Annual Strategic Business Plan

### **8.2.3 E-Billing and Expense Management**

The contractor shall be responsible for the efficient and effective fiscal management of all services under its control and authority as designated by SIPA. This responsibility includes the management of all expenses incurred by the contractor, its partners, and its subcontractors. This responsibility also includes the billing and related functions of customers for services provided by SIPA. The contractor shall develop, acquire, or otherwise provide an E-Billing and Expense Management system to SIPA.



- 8.2.3.1 Requirements Refinement
- 8.2.3.2 Alternative Investigation and Evaluation
- 8.2.3.3 Recommendations
- 8.2.3.4 Approval to Proceed
- 8.2.3.5 Implement Change Management Processes
- 8.2.3.6 Acceptance
- 8.2.3.7 Operation, Support, and Maintenance

## **8.2.4 Response to Portal Authority Task Orders**

### **(For Each Task Order Rendered by SIPA)**

The Portal Authority will issue Task Orders to the contractor under the resulting contract (See Appendix B, Exhibit I). The task order will identify the work to be done, the deliverables to be produced, and the desired schedule. Using a mutually agreed upon Task Order process, the contractor shall work with SIPA to define the work, determine delivery and cost responses, and resolve all technical and managerial issues before starting to work under a Task Order.

- 8.2.4.1 Requirements Refinement
- 8.2.4.2 Alternative Investigation and Evaluation
- 8.2.4.3 Recommendations
- 8.2.4.4 Approval to Proceed
- 8.2.4.5 Implement Change Management Processes
- 8.2.4.6 Acceptance
- 8.2.4.7 Operation, Support, and Maintenance

## **8.3 Deliverables**

The contractor shall provide the deliverables that are mutually agreed upon with SIPA in accordance with baseline activities specified in Statement of Work Section 8.0.

## **8.4 Delivery Schedules**

The contractor, working with SIPA, shall mutually develop agreed upon delivery schedule for mutually identified deliverables in accordance with the baseline activities specified in RFP section 8.0, Statement of Work.

## **Appendix A – Information Technology Standards (Version 1.3, July 16, 2004)**

[http://www.oit.state.co.us/resources/docs/State\\_IT\\_Standards\\_072004\\_v1.3.pdf](http://www.oit.state.co.us/resources/docs/State_IT_Standards_072004_v1.3.pdf)

## **Appendix B – Model Contract**

### **Preamble**

This is a task order contract ("the Contract") between \_\_\_\_\_ (hereinafter referred to as the "Contractor"), a company organized and existing under the laws of \_\_\_\_\_, with its registered office at \_\_\_\_\_ and the Statewide Internet Portal Authority (hereinafter referred to as "SIPA"), with its office at \_\_\_\_\_, Denver, Colorado \_\_\_\_\_.

### **Article 1: Scope of Work**

The Contractor shall progress all activities, including reports and all related services, in accordance with all the requirements of this Contract, the Statement of Work negotiated, agreed upon, and attached herewith at Attachment A, and the respective authorized Task Orders issued by SIPA. Each Task Order shall specify the work to be performed, objectives, level of effort, third party activities, costs, key personnel, deliverables, acceptance criteria and performance schedule.

Tasks will be defined, negotiated, and ordered by agreement of the parties based on the rates established in Attachment B and are subject to the same terms and conditions established in this Contract. The Contractor understands that there is no guaranteed minimum commitment by SIPA to issue task orders pursuant to this Contract. Changes to terms, conditions, and prices specified, or other provisions of the contract shall be completed by formal amendment and signed by SIPA. Task orders processed in accordance with this paragraph shall occur as follows:

If SIPA has need of services, and the Contractor agrees to provide those services, SIPA shall provide a definition of the requirements to the Contractor. The Contractor will propose a price for the task using the rates agreed to and identified as Attachment B to the Contract and attached to the Contractor's proposal. The proposal shall include the estimated number of hours, material costs, and amount of other elements of cost priced by the parties in the rates established in Attachment B, as well as the proposed time of performance, in a form acceptable to SIPA.

Upon negotiation and agreement of the parties concerning Statement of work, the price, and the time of performance, the Task Order attached as Exhibit I to the Contract shall be prepared and signed by both parties. Performance of the work and payment for that work shall be governed by the standards and procedures set forth in this Contract. Upon negotiation and acceptance of the Task Order, the Contractor warrants that performance will be successfully completed within the time frame and price stated in the task order. SIPA's financial commitment stated in the respective Task Order shall not be considered

valid until SIPA executes the Task Order.

This Contract will be offered to political subdivisions. SIPA, Article 33 below, must approve all Task Orders or other requests regarding this Contract from political subdivisions. SIPA shall establish the priority of requests and determine the policies and procedures for providing services to political subdivisions under this Contract.

#### Article 2: **Duration, Renewal, and Non-Exclusive Contract**

The effective date of this contract shall be the date signed by Chairperson of the SIPA or his or her designee, or **mm.dd.yyyy**, whichever is later. Subject to the rights of either of the parties to terminate this Contract as elsewhere set forth herein, this Contract shall expire <TBA – **initial 3 yr term**>. This Contract may be renewed by SIPA for two (2) two-year additional periods as agreed by the parties.

#### Article 3: **Consideration and Portal Fund**

A. In consideration for the respective Task Order work carried out by the Contractor, the Contractor shall receive the agreed compensation from the Portal Fund as stipulated in the Task Order and Contract.

B. The cumulative not to exceed amount for all task orders issued pursuant to this contract shall not exceed \_\_\_\_\_. SIPA's financial obligation is limited by this amount, and the Contractor shall accept no task orders, which result in a cumulative amount in excess of the not to exceed amount stated in this paragraph. Increases or decreases to the not to exceed amount shall be completed by formal amendment and signed by the parties.

C. The Portal Fund is the fund containing monies from Portal fees generated from the use of applications put into production under this Contract, and funds from any other sources for work carried out under this Contract.

D. SIPA is responsible for depositing funds, billing, collecting, and administering all monies from applications put into production under this Contract unless otherwise stated in a Task Order. SIPA is responsible for depositing revenue into the Portal Fund.

E. SIPA shall establish billing procedures in accordance with the agreed Task Orders, and requirements for invoicing and payments due the Contractor in providing performance pursuant to this Contract. The Contractor shall comply with the established billing procedures and requirements for submission of billing statements.

F. The Revenue Sharing agreement between SIPA and the Contractor shall be \_\_\_\_% of the revenue attributable to this service until all actual incurred costs are recovered. After actual, incurred costs are recovered, the Contractor shall receive \_\_\_\_% of the revenue attributable to this service, limited to a maximum of \$\_\_\_\_\_. These

amounts are to be accounted for and revised with every Task Order entered into between the parties.

#### Article 4: **Acceptance**

A. The Contractor shall submit a Notice of Completion to SIPA when the corresponding Task Order or part thereof has been completed. Each invoice shall contain or be accompanied by a written notification from the Contractor that the Task Order or part thereof has been completed.

B. SIPA shall, within fifteen (15) working days from the date of receipt of the Notice of Completion notify the Contractor in writing of those particulars, if any, in which the Work does not meet the requirements of the relevant Task Order(s). Failure of SIPA to so notify the Contractor shall be deemed acceptance of the work.

C. If any work does not conform to Contract requirements, SIPA may require the Contractor to perform the services again in conformity with contract requirements, with no additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, SIPA may (1) require the Contractor to take necessary action to ensure that the future performance conforms to Contract requirements and (2) equitably reduce the agreed consideration due the Contractor to reflect the reduced value of the work. These remedies in no way limit the remedies available to SIPA in the termination provision of the Contract, or remedies otherwise available at law.

#### Article 5: **Taxes and Duties**

A. SIPA, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code [No. 84-730123K] and from all state and local government use taxes [C.R.S. 39- 26-114(a) and 203, as amended]. The Contractor is hereby notified that when materials are purchased for the benefit of SIPA, such exemptions apply except that in certain political subdivisions the vendor may be required to pay sales or use taxes even though the ultimate product or service is provided to SIPA. These sales or use taxes will not be reimbursed by SIPA.

B. The Contractor shall be responsible for and shall hold SIPA harmless from all taxes, duties, and similar liabilities arising under the Contractor's national, federal, state, or local laws, and which become due by reason of the performance of the work under this Contract or any subcontract hereunder, and shall comply with any requirements of such laws as may be necessary to effectuate this Contract.

#### Article 6: **Warranty**

The Contractor warrants that the work to be performed hereunder shall be carried out with reasonable skill, care, and diligence. This warranty is without prejudice to or forfeiture of any other rights and remedies SIPA may have under this Contract or at law

or equity.

**Article 7: Rights in Data, Documents, and Computer Software or Other Intellectual Property**

A. All intellectual property including, without limitation, databases, software, documents, research, programs, and codes, as well as all, reports, studies, data, photographs, negatives, or other documents, drawings, or materials prepared by the Contractor in the performance of its obligations under this Contract shall be the exclusive property of SIPA. Unless otherwise stated, the Contractor, upon completion, termination, or cancellation of this Contract or each Task Order, shall deliver all such materials to SIPA. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of the Contractor's obligations under this Contract without a prior written consent of SIPA. All documentation, accompanying the intellectual property or otherwise, shall comply with SIPA requirements including but is not limited to, all documentation being in a paper, human readable format that is useable by one who is reasonably proficient in the given subject area.

B. All right, title, and interest in and to all copyrights in the work created and delivered hereunder are hereby assigned to SIPA. The Contractor hereby waives all moral rights with respect to the assigned copyrights under this paragraph. When applicable, the Contractor hereby agrees that the work delivered under this Contract shall constitute SIPA proprietary data and shall be marked accordingly.

C. The Contractor agrees to and does hereby grant to all State agencies, political subdivisions of SIPA and the United States Government irrevocable, nonexclusive, non-transferable and royalty-free license to use, according to law, any material or article and use any method that may be developed as a part of the work under this Contract. The Contractor shall be permitted to use, according to law, any material or article and use any method that may be developed as a part of the work under this Contract elsewhere in connection with work for any other political subdivision of SIPA, as well as the United States Government.

D. Contractor agrees not to use any information, designs, data, or other intellectual property provided by SIPA hereunder or to which SIPA has exclusive rights other than for purposes of this Contract.

E. All confidential and proprietary data shall be marked as such under this Contract provided always that such marking shall not itself be considered dispositive of the right, title and interest thereto.

F. The Contractor shall cooperate in all ways necessary to ensure that SIPA may obtain, exercise, or protect its rights under this Article 7. The Contractor shall ensure that any and all of its subcontractors or suppliers of any tier are obligated to do what is necessary in order to fulfill SIPA's rights granted under this Article 7. The Contractor warrants that

it has or will obtain full power and authority to carry out the provisions of this Article 7 from all persons and other entities who perform any work under this Contract or any subcontract related hereto.

### **Article 8: Intellectual Property Indemnification**

A. Contractor shall defend, at its sole expense, any claim(s) or suit(s) brought against SIPA alleging that the use by SIPA of any product(s), or any part thereof, supplied by Contractor under the Contract constitutes infringement of any patent, copyright, trademark, or other proprietary rights, provided that SIPA gives Contractor written notice within twenty (20) days of receipt by SIPA of such notice of such claim or suit, provides assistance and cooperation to Contractor in connection with such action, and Contractor has sole authority to defend or settle the claim. Contractor shall consult SIPA regarding such defense and SIPA may, at its discretion and expense, participate in any defense. Should SIPA not choose to participate, Contractor shall keep SIPA advised of any settlement or defense.

B. Contractor shall have liability for all such claims or suits, except as expressly provided herein, and shall indemnify SIPA for all liability incurred by SIPA as a result of such infringement. Contractor shall pay all reasonable out-of-pocket costs and expenses, and damages finally awarded by a court of competent jurisdiction, awarded or agreed to by Contractor regarding such claims or suits.

C. If the product(s), or any part thereof, become the subject of any claim, suit, or proceeding for infringement of any patent, trademark, or copyright, or in the event of any adjudication that the product(s), or any part thereof, infringes any patent, trademark, or copyright, or if the sub-license or use of the product(s), or any part thereof, is enjoined, Contractor, after consultation with SIPA, shall do one of the following at Contractor's expense: (a) produce for SIPA the right under such patent, trademark or copyright to use or sub-license, as appropriate, the product or such part thereof; or (b) replace the product(s), or part thereof, with other suitable products or parts conforming to the original license and SIPA specifications; or (c) suitably modify the products, or parts thereof. Except as otherwise expressly provided herein, the Contractor shall not be liable for any costs or expenses incurred without its prior written authorization.

D. Contractor shall have no obligation to defend against or to pay any costs, damages or attorney's fees with respect to any claim based upon: (a) the use of any altered release if Contractor had not consented to the alteration, or (b) the combination, operation or use of the product(s) with programs or data which were not furnished by Contractor, if such infringement would have been avoided if the programs or data furnished by persons or entities other than Contractor had not been combined, operated or used with the products(s), or (c) the use of product(s) on or in connection with equipment or software not permitted under the Contract if such infringement would have been avoided by not using the product(s) on or in connection with such other equipment or software.

**Article 9: SIPA-Furnished Documents, Examination and Ownership**

A. With respect to any documents that SIPA is required to provide or does provide to the Contractor pursuant to this Contract, the Contractor shall exercise due care to ensure that such documents are sufficient for the performance of this Contract, and that they contain no manifest errors. The Contractor shall give SIPA written notice within fifteen (15) days of the event that it discovers any error, omission, or anomaly in any such document at any time.

B. Any reports, studies, photographs, negatives, or other documents or drawings prepared by Contractor in the performance of its obligations under this Contract shall be the exclusive property of SIPA. The Contractor upon completion, termination, or cancellation of this contract shall deliver such materials to SIPA. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of SIPA.

**Article 10: Confidentiality**

Proprietary information for the purpose of this contract is information relating to a party's research, development, trade secrets, business affairs, internal operations and management procedures and those of its customers, clients or affiliates, but does not include information lawfully obtained by third parties, which is in the public domain, or which is developed independently.

Neither party shall use or disclose directly or indirectly without prior written authorization any proprietary information concerning the other party obtained as a result of this contract. Any proprietary information removed from SIPA's site by the Contractor in the course of providing services under this contract will be accorded at least the same precautions as are employed by the Contractor for similar information in the course of its own business.

A. The Contractor shall have the following obligations with respect to the information contained in this Contract, including any work package(s); any reports or work provided by the Contractor hereunder; all proprietary data; and any information supplied to the Contractor by or on behalf of SIPA in connection with this Contract that is identified as confidential at the time it is so supplied. Such identification shall be made or confirmed in writing.

(1) The Contractor shall take all reasonable measures to protect the confidentiality of such information.

(2) The Contractor agrees that it shall use such information solely in connection with this Contract, unless alternative uses are explicitly authorized by SIPA with respect to specifically designated information.



(3) The Contractor shall not disclose such information to third parties, or have it disclosed, in any manner or form, so long as it remains confidential, without the explicit authorization of SIPA

B. Subject always to any rights in or license to the same granted to SIPA herein, SIPA shall have obligations reciprocal to those in this Article above with respect to any information that is supplied to SIPA by or on behalf of the Contractor within the scope of this Contract that is identified as confidential at the time it is so supplied and is proprietary to the Contractor.

C. Paragraphs A and B of this Article shall continue to apply, irrespective of any expiration or termination of this Contract, unless and until such time as such information comes into the receiving party's lawful possession independent of disclosure in connection with this Contract or otherwise lawfully to the general public.

D. Notwithstanding the fact that the information described in paragraph A above may now or in the future become embodied in a product offered for sale, lease, or license, by SIPA (i) due to the fact that the Contractor's work hereunder puts the Contractor in a superior position to understand such products, the Contractor agrees that it will not, undertake to reverse engineer such products and it will not participate or assist in any effort to do so; (ii) this shall not be considered a disclosure to the general public.

E. Contractor shall restrict disclosure of information to the minimum number of persons required to enable the Contractor to carry out the Work. The Contractor may discuss with relevant members of staff of the Contractor having special knowledge of finance, administration and the like, only the information in broad outline not involving any unnecessary disclosure of technical details not essential to the proper conduct of the discussion.

#### **Article 11: Public Release of Information**

The Contractor shall obtain the written approval of SIPA concerning the content and timing of news releases, articles, brochures, advertisements, prepared speeches, and other information releases to be made by the Contractor or any of its subcontractors concerning this Contract or the work performed or to be performed hereunder. SIPA shall be given a reasonable time to review the proposed text prior to the date scheduled for its release.

#### **Article 12: Consequences of Force Majeure**

A. The purpose of this Article is to establish the consequences of force majeure events preventing either party from complying with any of its obligations under this Contract.

B. As used in this Article, the term "force majeure" refers to events extrinsic to this Contract that are beyond the reasonable control of, and not attributable to negligence or

other fault of, the party relying on such events to excuse its failure to perform. The term does not include strikes or other events caused by labor disputes, unless such strikes or other events are part of national or regional disputes.

C. Any party whose ability to perform is affected by a force majeure event shall take all reasonable steps to mitigate the impact of such event.

D. If the effect of a force majeure event is temporary, subject to Paragraph E of this Article, the party so affected shall not be responsible for any consequent delay, and the relevant schedule or time period shall be extended accordingly, if and only if notice of the event is given to the other party within seven (7) days after the event has occurred. At the time of the initial notice of the occurrence of the event, or as soon thereafter as possible, the party affected shall inform the other party of the extent of the delay expected as a result of the event.

E. In the case of one or more force majeure events having a temporary effect on the ability of the Contractor to comply with the schedule in any work package, if the effect is, or will be, to delay such schedule by more than ninety (90) days, or in the case of force majeure events permanently preventing the Contractor from complying with said schedule, SIPA may declare this Contract to be terminated, in whole or in part. In such event SIPA's sole liability shall be to pay the Contractor for work carried out up to the date of termination, including work carried out under any uncompleted task order.

#### **Article 13: Conformance with Law and Governmental Authorizations**

The Contractor and its agent(s) shall at all times during the term of this contract strictly adhere to all applicable federal laws, state laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. The Contractor shall be responsible for obtaining all governmental authorizations necessary for the performance of the Contractor's obligations hereunder. In the event that the Contractor fails to obtain any such authorization as may be necessary to complete any work, SIPA may at any time terminate the Contract or such element of work in which event the Contractor shall refund all payments made by SIPA with respect to such work.

#### **Article 14: Termination**

A. Termination for Default: SIPA may terminate the contract for cause. If SIPA terminates the contract for cause, it will first give ten (10) days prior written notice to the Contractor, stating the reasons for cancellation, procedures to correct problems, if any, and the date the contract will be terminated in the event problems have not been corrected. In the event this contract is terminated for cause, SIPA will only reimburse the Contractor for accepted work or deliverables received up to the date of termination. In the event this contract is terminated for cause, final payment to the Contractor may be withheld at the discretion of SIPA until completion of final audit. Notwithstanding the above, the Contractor may be liable to SIPA for SIPA's damages. If it is determined that

the Contractor was not in default then such termination shall be treated as a termination for convenience as described herein.

B. Termination for Convenience: SIPA shall have the right to terminate this contract by giving the Contractor at least twenty (20) days prior written notice. If notice is so given, this contract shall terminate on the expiration of the specified time period, and the liability of the parties hereunder for further performance of the terms of this contract shall thereupon cease, but the parties shall not be released from the duty to perform their obligations up to the date of termination.

C. Immediate Termination: This contract is subject to immediate termination by SIPA in the event that SIPA determines that the health, safety, or welfare of persons receiving services may be in jeopardy. Additionally, SIPA may immediately terminate this contract upon verifying that the Contractor has engaged in or is about to participate in fraudulent or other illegal acts.

D. Termination for Financial Exigency: SIPA shall have the right to terminate this contract for financial exigency by giving the Contractor at least thirty (30) days prior written notice. For the purposes of this provision, a financial exigency shall be a determination made by the Colorado legislature or its Joint Budget Committee that the financial circumstances of SIPA are such that it is in the best interest of SIPA to terminate this contract. If notice of such termination is so given, this contract shall terminate on the expiration of the time period specified in the notice, and the liability of the parties hereunder for further performance of the terms of this contract shall thereupon cease, but the parties shall not be released from the duty to perform their obligations up to the date of termination.

E. In the event that SIPA terminates this contract under the Termination for Convenience or Termination for Financial Exigency provisions, the Contractor is entitled to submit a termination claim within ten (10) days of the effective date of termination. The termination claim shall address and SIPA shall consider paying the following costs:

1. The contract price for performance of work, which is accepted by SIPA, up to the effective date of the termination.
2. Reasonable and necessary costs incurred in preparing to perform the terminated portion of the contract.
3. Reasonable profit on the completed but undelivered work up to the date of termination.
4. The costs of settling claims arising out of the termination of subcontracts or orders, not to exceed 30 days pay for each subcontractor.
5. Reasonable accounting, legal, clerical, and other costs arising out of the termination settlement.

In no event shall reimbursement under this clause exceed the contract amount reduced by amounts previously paid by SIPA to the Contractor.

F. SIPA shall have the right to terminate this Contract, in whole or in part, at any time and with immediate effect, in any of the following events:

- (1) If the Contractor goes into liquidation, administration, or if its financial position is such that, within the framework of its national law, legal action leading toward liquidation may be taken against it by its creditors.
- (2) If the Contractor resorts to fraudulent practices in connection with the Contract, including, but not limited to:
  - (a) Deceit concerning the nature, quality, or quantity of goods and services required to be rendered under this Contract; or
  - (b) The giving or offering of gifts or remuneration for the purposes of bribery to any person in the employ of SIPA, or acting on behalf of any of them, irrespective of whether such bribes or remuneration are made on the initiative of the Contractor or otherwise.
- (3) In the event of such termination, SIPA's remedies shall be the same as in the case of discharge for breach of contract by the Contractor.

#### Article 15: **Applicable Law**

This contract shall be governed by the laws of, and adjudicated in, the State of Colorado. The Contractor agrees to comply with all applicable Federal, State and local laws, rules and regulations in its performance hereunder. The parties agree that venue for any action related to performance of this Contract shall be in the City and County of Denver, Colorado.

#### Article 16: **Dispute Resolution**

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract Representatives shall be referred in writing to a senior departmental management staff designated by SIPA and a senior manager designated by the Contractor. Failing resolution at that level, disputes shall be presented in writing to \_\_\_\_\_ for resolution. This process is not intended to supersede any other process for the resolution of controversies provided by law.

#### Article 17: **Key Personnel**

A. The Contractor agrees that the individual(s) nominated in each Task Order are necessary for the successful completion of the Work to be performed under this Contract.

B. Such Key Personnel shall not be removed from the performance of the Work under this Contract unless replaced with personnel of substantially equal qualifications and ability. SIPA shall have the right to review the qualifications of any proposed replacements and, if for good and sufficient reasons SIPA deems such personnel to be

unsuitable, SIPA may require the Contractor to offer alternative candidates where such are available.

C. Notwithstanding its role in approving Key Personnel and their replacements, SIPA shall have no supervisory control over their work, and nothing in this Article shall relieve the Contractor of any of its obligations under this Contract, or of its responsibility for any acts or omissions of its personnel.

#### Article 18: **Changes**

A. At any time during the period of this Contract, SIPA may request changes in the work, so long as such changes are within the general scope of the Contract. The Contractor may also propose changes for consideration by SIPA.

B. A change request from SIPA must be identified as such, must be made or confirmed in writing, and must be signed by the Responsible Officer identified in Paragraph A of Article 21 hereof, entitled Responsible Officers. If any other conduct by the responsible officer or any other representative of SIPA is construed by the Contractor as possibly constituting a change request or an interpretation of the Contract requirements inconsistent with the Contractor's understanding of those requirements, the Contractor shall promptly notify SIPA and request clarification.

C. Within fourteen (14) days after receiving a change request from SIPA, the Contractor shall submit to SIPA a contract change notice in accordance with the requirements of Paragraph D of this Article. The Contractor may request a longer period to prepare the contract change notice, but the Contractor shall make any request for such a longer period within seven (7) days after the Contractor receives the change request. SIPA shall not unreasonably withhold its consent to a request for such a longer period, taking into account the nature of the change request, but SIPA may also take into account the impact of such an extension on the performance schedule.

D. Whether submitted in response to a change request initiated by SIPA, or initiated by the Contractor, the contract change notice shall itemize, in a format specified by SIPA, any impact that the change would have on the technical requirements, price, performance schedule, or other terms and conditions of this Contract. Where appropriate, the contract change notice shall also suggest any revised language for the Contract, including any of its Annexes that would be necessary to implement the change.

E. Any claim by the Contractor for adjustment of the technical requirements, price, performance schedule, or other terms and conditions of this Contract, attributable to a change, shall be deemed waived unless asserted in the contract change notice.

F. If the cost of any materials that would be made obsolete as a result of a change is included in the Contractor's claim for adjustment:

- (1) To the extent that such materials have resale, reuse, or salvage value to the Contractor or its subcontractors or suppliers, SIPA shall be entitled to a credit.
- (2) If such materials have no such resale, reuse, or salvage value, SIPA shall have the right to prescribe their manner of disposition.

G. After SIPA receives a sufficiently detailed contract change notice, and after any negotiations with respect to the adjustments claimed by the Contractor, the following outcomes are possible:

- (1) SIPA may decide not to proceed with implementation of the change.
- (2) SIPA may decide to implement the change, in which case:
  - (a) If the parties have reached agreement about the adjustments to be made in the Contract, the Contractor shall proceed with implementation as agreed.
  - (b) If the parties are unable to reach such an agreement, the provisions of Article 16 hereof, entitled Dispute Resolution, shall apply.
  - (c) Pending any negotiation, SIPA may direct the Contractor to proceed with implementation of the change, subject to any adjustments subsequently agreed or awarded.

H. SIPA may also direct the Contractor to proceed with implementation of a change prior to preparation of a complete contract change notice, subject to any adjustments subsequently agreed or awarded.

I. SIPA's right to direct the Contractor to proceed with implementation of a change pursuant to Paragraph G(2)(c) or H of this Article shall be subject to the Contractor's ability to do so, taking into account the resources, facilities, supplies, and services available to it, and may also be subject to a stipulated financial limit.

#### **Article 19: Assignment of Contract**

A. The Contractor shall not assign or delegate, either in whole or in part, this Contract or any of the Contractor's rights, duties, or obligations hereunder to any person or entity without the prior express written approval of SIPA, which shall be at SIPA's sole discretion.

B. Notwithstanding any conditions under which SIPA may grant such approval, the Contractor shall remain a guarantor to SIPA of the performance of the assigned or delegated duties and obligations in accordance with this Contract and all applicable laws.

#### **Article 20: Responsible Officers**

A. The responsible officers of the parties may be changed from time to time by notice to the other party. Until further notice, the Responsible Officer for SIPA shall be \_\_\_\_\_, and for the Contractor \_\_\_\_\_.

B. For the purpose of administration of this Contract, any communications between SIPA and the Contractor shall be enforceable and binding upon the parties only if signed by the appropriate Responsible Officers.

C. The Contract is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of the contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of the Contract shall be effective unless agreed to in writing by both parties in an amendment to the Contract that is properly executed and approved in accordance with applicable law.

#### Article 21: **Communications**

A. All notices, reports, invoices and other correspondence to be provided to SIPA or the Contractor pursuant to this Contract shall be sent for the attention of the responsible officers referred to in Paragraph A of Article 20 hereof, entitled Responsible Officers, at the following addresses:

SIPA:

CONTRACTOR:

B. All communications pertinent to this Contract shall be made or confirmed in writing, including telegram, telex, or facsimile.

C. All documentation and communications required under this Contract shall be in the English language.

#### Article 22: **Time Limits**

Any time limits to which this Contract binds the Contractor or SIPA shall be counted in calendar days from the day following that of the event marking the start of the time limit, and shall end on the last day of the period laid down. When the last day of a time limit is a Saturday or Sunday, or a legal holiday in the country in which the particular contractual performance is required, such time limit shall be extended to the first working day following.

#### Article 23: **Conflict of Interest**

During the term of this contract, the Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the Contractor fully performing his/her obligations under this contract.

Additionally, the Contractor acknowledges that, in governmental contracting, even the appearance of a conflict of interest is harmful to the interests of SIPA. Thus, the

Contractor agrees to refrain from any practices, activities or relationships that could reasonably be considered to be in conflict with the Contractor's fully performing its obligations to SIPA under the terms of this contract, without the prior written approval of SIPA.

In the event that the Contractor is uncertain whether the appearance of a conflict of interest may reasonably exist, the Contractor shall submit to SIPA a full disclosure statement setting forth the relevant details for SIPA's consideration and direction. Failure to promptly submit a disclosure statement or to follow SIPA's direction in regard to the apparent conflict shall be grounds for termination of the contract.

Further, the Contractor shall maintain a written code of standards governing the performance of its agent(s) engaged in the award and administration of contracts. Neither the Contractor nor its agent(s) shall participate in the selection, or in the award or administration of a contract or subcontract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer, or agent;
2. Any member of the employee's immediate family;
3. The employee's partner; or
4. An organization which employees, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

Neither the Contractor nor its agent(s) will solicit nor accept gratuities, favors, or anything of monetary value from Contractor's potential contractors, or subcontractors.

#### **Article 24: Insurance - Contractor**

During the term of this contract, and any extension(s) thereof, Contractor agrees that it will keep in force an insurance policy or policies, issued by a company authorized to do business in Colorado, in the kinds and minimum amounts specified below.

1. Standard Worker's Compensation and Employers' Liability as required by state statute, including occupational disease; covering all employees on or off the work site, acting within the course and scope of their employment.
2. General, Personal Injury, Professional (where applicable), Automobile Liability (including bodily injury, personal injury and property damage) with minimum coverage of:
  - a. Occurrence basis policy: combined single limit of \$600,000 or Claims-Made policy: combined single limit of \$600,000; plus an endorsement, certificate, or other evidence that extends coverage two years beyond the performance period of the contract.
  - b. Annual Aggregate Limit policy: Not less than \$1,000,000 plus agreement that the Contractor will purchase additional insurance to replenish the limit to \$1,000,000 if claims reduce the annual aggregate below \$600,000.



1. The State of Colorado shall be named as an additional insured on all liability policies (except for Professional liability coverage).
2. The insurance shall include provisions preventing cancellation without thirty (30) calendar days prior written notice to SIPA by certified mail.
3. Upon execution of this contract, the Contractor shall provide to SIPA additional insured endorsements and certificates of the required insurance coverage.
4. The Contractor shall provide such other insurance as may be required by law, or in a specific solicitation.
5. If the Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq. as amended ("Act"); the Contractor shall maintain such insurance, by commercial policy or self-insurance, as is necessary to meet the Contractor's liabilities under the Act. Upon request by SIPA, proof of such insurance shall be provided.

#### **Article 25: Maintenance, Monitoring, Audit and Inspection of Records**

A. The Contractor shall maintain a complete file of all records, documents, communications, and other written materials that pertain to the operation of programs or the delivery of services under the Contract, and shall maintain such records for a period of three (3) years after the date of termination of the Contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. All such records, documents, communications, and other materials shall be the property of SIPA, and shall be maintained by the Contractor in a central location and the Contractor shall be custodian on behalf of SIPA.

B. The Contractor shall permit SIPA, Federal Government, or any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy or transcribe Contractor's records during the term of the Contract and for a period of three (3) years following termination of the Contract or final payment hereunder, whichever is later, to assure compliance with the terms hereof, or to evaluate the Contractor's performance hereunder. The Contractor shall also permit these same described entities to monitor all activities conducted by the Contractor pursuant to the terms of the Contract. As the monitoring agency may in its sole discretion deem necessary or appropriate, such monitoring may consist of internal evaluation procedures, examination of program data, special analyses, on-site checks, or any other reasonable procedure. If a material inaccurate accounting (greater than 5% discrepancy) is uncovered in an audit, the Contractor in addition to correcting such error shall reimburse SIPA for such costs incurred in conducting that audit.

#### **Article 26: Independent Contractor**

The Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither the Contractor nor any agent or employee of the Contractor shall be or shall be deemed to be an agent or employee of SIPA. Contractor shall pay when due all required employment taxes and income tax and local head tax on any monies paid or

received pursuant to this Contract. Contractor acknowledges that the Contractor and its employees are not entitled to unemployment insurance benefits unless the Contractor or a third party provides such coverage and that SIPA does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind SIPA to any agreements, liability or understanding except as expressly set forth herein. Contractor shall provide and keep in force worker's compensation (and show proof of such insurance) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Contractor, its employees and agents.

#### **Article 27: Severability**

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as waiver of any other term.

#### **Article 28: Permits and Licenses**

The Contractor shall procure all permits and licenses, pay all charges, fees and taxes and incidentals that may be required for the lawful prosecution of the work. Any software licenses required will be procured by the Contractor, unless otherwise agreed.

#### **Article 29: Waiver**

Any waiver by any party hereto with regard to any of its rights hereunder shall be in writing and shall not constitute or act as a waiver to any future rights, which such party might have hereunder.

#### **Article 30: Third Party Beneficiaries**

It is expressly understood and agreed that the enforcement of the terms and conditions of the Contract and all right of action relating to such enforcement, shall be strictly reserved to SIPA and the Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of SIPA and the Contractor that any such person or entity, other than SIPA or the Contractor, receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.

#### **Article 31: Governmental Immunity**

Notwithstanding any other provision of the Contract to the contrary, no term or condition of the Contract shall be construed or interpreted as a waiver, express or implied, of any of

the immunities, right, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et.seq.*, as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its department, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of C.R.S. 24-10-101, *et.seq.*, as now or hereafter amended and the risk management statutes, C.R.S. 24-30-1501, *et.seq.*, as now or hereafter amended.

#### **Article 32: Hardware and Software Ownership**

At the conclusion of the Contract, whether under Article 2, Duration and Renewal of Contract, or under Article 14, Termination, SIPA shall own all hardware and software licenses acquired under the Contract that is not explicitly dealt with under Article 7, Rights in Data, Documents and Computer Software or Other Intellectual Property, above.

#### **Article 33: Entire Agreement**

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous correspondence, representations, proposals, negotiations, understandings, or agreements of the parties, whether oral or written. The parties also hereby acknowledge that there are no collateral contracts between them with respect to the subject matter hereof.

In the event of conflicts or inconsistencies between the contract and its exhibits, the RFP, or the Proposal, such conflicts shall be resolved by reference to the documents in the following order of priority, unless otherwise indicated in the contract.

- (1) Colorado Special Provisions
- (2) Contract
- (3) Statement of Work
- (4) Request for Proposal
- (5) Contractor's Proposal

## **SPECIAL PROVISIONS**

### **1. INDEMNIFICATION.**

The Contractor shall indemnify, save, and hold harmless SIPA, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

**2. INDEPENDENT CONTRACTOR. 4 CCR 801-2**

THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF SIPA. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX AND LOCAL HEAD TAX ON ANY MONIES PAID BY SIPA PURSUANT TO THIS CONTRACT. CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE CONTRACTOR OR THIRD PARTY PROVIDES SUCH COVERAGE AND THAT SIPA DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. CONTRACTOR SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND SIPA TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. CONTRACTOR SHALL PROVIDE AND KEEP IN FORCE WORKERS' COMPENSATION (AND PROVIDE PROOF OF SUCH INSURANCE WHEN REQUESTED BY SIPA) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS.

**3. NON-DISCRIMINATION.**

The Contractor agrees to comply with the letter and the spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.

**4. CHOICE OF LAW.**

The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution. At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

**5. EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 & CRS 24-50-507**

The signatories aver that to their knowledge, no employee of the State of Colorado has any personal or beneficial interest whatsoever in the service or property described herein.

Effective Date: July 1, 2003.

**IN WITNESS WHEREOF**, the parties hereto have signed this Contract in duplicate.

Contractor

BY: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Statewide Internet Portal Authority

BY: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit I****SAMPLE TASK ORDER**

Date: \_\_\_\_\_ Task Order No. \_\_\_\_\_

In accordance with Paragraph \_\_\_\_\_ of the Portal Integrator Contract between the State Internet Portal Authority (SIPA) and <contractor's name> (Contractor) covering the period of (*contract start date*) through (*contract end date*) the parties agree to the supplies/services to be provided as described by this Task Order as follows:

**Task Order Description**

The Contractor shall perform the task in accordance with (*the following specifications/statement of work*) described in the Contractor's task order proposal dated \_\_\_\_\_, as amended by amended task order proposal dated \_\_\_\_\_, both of which are hereby incorporated by reference.

**Price/Cost**

The agreed firm, fixed price consideration amount for the development activities described herein is \$ \_\_\_\_\_. The maximum amount of consideration for the operational activities described herein is \$ \_\_\_\_\_. The total Contract value to include all previous amendments, task orders, etc., is \$ \_\_\_\_\_.

**Performance Period**

The Contractor will complete the performance in this task order by \_\_\_\_\_. This task order is executed pursuant to Paragraph \_\_\_\_\_ of the original Contract. The parties agree that all work shall be performed according to the standards, procedures, and terms set forth in the original contract. In the event of any conflict or inconsistency between this amendment and the original contract, such conflict or inconsistency shall be resolved by reference to these documents in the following order: original Contract, attachments/exhibits to the original Contract, this Task Order, attachments/exhibits to this Task Order.

The effective date of this Task Order is upon approval of SIPA or (*date*), \_\_\_\_\_, whichever is later.

Please sign, date, and return all copies of this letter on or before \_\_\_\_\_.

Contractor Name:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

State Internet Portal Authority:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Appendix C - State of Colorado Data Center Description**

### **APPENDIX C**

#### **State of Colorado Data Center Description**

In the State of Colorado Executive branch, The Department of Personnel and Administration, Division of Information Technologies operates the state Data Center located in Lakewood, Colorado. The Data Center houses the state's mainframe for traditional, legacy systems. It also houses a growing number of servers for customer agencies across the state. Agencies continue to rely heavily on the Data Center to deliver traditional database processing, online access, tape and disk storage and printing services. The Data Center is housed in a secure facility with 24/7 on site staffing for operations and help desk, environmental controls, fire suppressions systems, UPS, generator backup and more than adequate space for additional equipment.

Data Center customers are continuing to move to new technologies, and the Division of Information Technologies is partnering with them to help them move in those directions. The Data Center is adopting technologies that allow customers to view reports electronically, saving printer and paper costs and is assisting them as they convert legacy systems to open-system applications by hosting and maintaining their servers. In particular, the Data Center is helping customers expand their open systems by developing more capability in the area of "virtual servers" and "web enablement" technologies. An example of this is the growing number of servers: Server hosting at the Data Center has grown from 128 servers in FY 2001-2003 to 176 in FY 2002-2003.

In 2003, the Data Center purchased a new mainframe with 4 times the memory, equivalent power for processing legacy applications, and 30% additional power for implementing "virtual servers".

The Departments of Revenue, Labor and Employment, Human Services, and Personnel and Administration continue to be the biggest users of the mainframe. Combined, they use 96% of the total service units consumed in FY 2002-2003.

CPU availability continues to improve as we approach 100% availability: from 98.8% in FY 2001-2002 to 99.86% in FY 2002-2003.

#### **BACKGROUND**

On July 1, 1995, HB 95-1362 merged the departments of Administration and Personnel into the new Department of Personnel, General Support Services (GSS). A year later, further legislation eliminated the General Government Computing Center (GGCC) as a unique entity by converting four separate units (GGCC, Division of Telecommunications,

Archives, and Colorado Financial Reporting System, COFRS) into a single unit under the leadership of one Division Director. This unit, called Colorado Information Technology Services (CITS) at that time, is the provider of information technology (IT) services to the State of Colorado and is responsible for the state's Data Center, telecommunications network (public safety, voice, data and video), archival services and all statewide software applications. CITS was renamed CGTS (Colorado Government Technology Services) and in November 2001, the CGTS division name was officially changed to the Division of Information Technologies.

### **SERVER HOSTING SERVICES**

Server hosting is a service that has grown and will continue to grow as state agencies find that they prefer to let Division of Information Technologies perform the care and maintenance of servers. The following chart lists the number of servers hosted by Division of Information Technologies in the data center by agency during the current and previous fiscal years. Information Technologies is analyzing and implementing server consolidation options through such platforms as Linux under z/VM and VMware for Intel platforms in an effort to reduce costs by sharing hardware equipment among state agencies. The Data Center provides a range of server support levels ranging from floor space, power, and network only to complete operating system and application package installation and maintenance. To support its growing server hosting services the Data Center has invested in SAN technologies, in enterprise-class backup solutions such as dedicated backup infrastructure and automated tape libraries, and in effective physical support features such as KVM switches, multiple-zoned power feeds, protective racks and cabinets.

The Data Center actively seeks to increase the value it brings to server provision through the implementation of consolidation and platform solutions to allow the sharing of hardware and software among its customers. The sharing of resources allows for maximum use of the resources at minimum cost. Planned upgrades include VM Ware for virtual open system server creation and both blade server and virtual server acquisitions.

The number of customer enjoying the benefits of the Data Center's server hosting offering continues to increase, as illustrated in the chart below:

<b>AGENCY</b>	<b>FY 2001-2002</b>	<b>FY 2002-2003</b>
Department of Human Services	36	80
Department of Revenue	24	12
Department of Personnel & Administration	47	56
Department of Health	4	3
Historical Society	3	2
Judicial	2	2
General Assembly	2	2
Department of Natural Resources	1	0
Department of Public Safety	9	0



<b>AGENCY</b>	<b>FY 2001-2002</b>	<b>FY 2002-2003</b>
Department of Corrections	0	3
Department of Labor & Employment	1	1
Colorado Legislative Council	0	4
<b>TOTAL</b>	<b>128</b>	<b>176</b>

## **MAINFRAME CAPACITY AND UTILIZATION MANAGEMENT**

### **CAPACITY**

From July 2002 to April 2003, the Division of Information Technologies continued to manage, operate, and maintain an Amdahl Millennium 785 mainframe processor. This Amdahl mainframe utilized 8 engines and provided 497 million instructions per second (MIPS), 1 gigabyte each of central and extended memory and 48 Enterprise Systems Connection (ESCON) channels and 32 parallel (132 wire copper) channels. The system included 1.7 terabytes of disk space.

In April 2003, the Amdahl was replaced with an IBM z800 Enterprise Server with Integrated Facility for Linux (IFL). The IFL has nearly 100% capacity available. The division recently purchased a new EMC disk array with 4 TB of additional capacity for its storage area network (SAN) and a further 1.5 TB reserved for Snap replication processing.

The IBM z800 provides the equivalent processing capacity necessary and sufficient for our current and near-future anticipated Legacy workload. It also provides expanded memory capacity from 2 GB to 8 GB. In addition, the IFL component provides the facility by which multiple open-system servers can be aggregated into this architecture without acquisition of additional physical servers. Together, the IBM z800 and the IFL allow us to work in compliance with the Colorado Statewide IT Plan FY 2003-2006 by implementing an Enterprise Server (mainframe) architecture that continues support for aggregated Legacy mainframe processing, while supporting aggregated open system processing.

### **MAINFRAME UTILIZATION (Summary for fiscal year 2002-2003)**

Utilization of the mainframe continues to be measured by the number of service units required individually for every batch job; for example, TSO session, CICS session, ADABAS session, that is run on the mainframe. A service unit, as used in the following text and accompanying charts, is defined as a measure of the amount of CPU resource required to complete a given unit of work and is derived by multiplying measured CPU time by a processor-dependent coefficient. These service unit values are based on the sum of the Service Request Block (SRB) and the Task Control Block (TCB) service unit count. The System Management Facility (SMF) program captures the service units consumed, aggregates this information over a period of time, and sends the output to the

billing system which uses that information as the basis for invoices sent to the users. That same information is the source of utilization information that follows.

In total, there are ten major billing categories. For fiscal year 02-03, the Data Center shows an increase in 5 of the ten areas. The following table shows statewide percentage of increase or decrease for each service category. These categories reflect use of traditional data center resources. Data Entry is included for completeness and correlation to data center billing.

#### USAGE BY SERVICE CATEGORY

<b>SERVICE CATEGORY</b>	<b><i>FY01-02 UNITS</i></b>	<b><i>% CHANGE FY01 TO FY02</i></b>	<b><i>FY02-03 UNITS</i></b>	<b><i>% CHANGE FY02 TO FY03</i></b>
Service units – 1K	638,718,873	11%	702,595,359	10%
Adabas service units – 1K	795,928,461	16%	980,487,739	23%
CICS service units – 1K	717,203,717	2%	633,144,940	-12%
Data entry - 1000 Kstrokes	543,607	-4%	473,268	-13%
Disk storage – 1M byte/day	293,646,192	9%	311,563,618	6%
Printer Pages	13,952,607	-33%	13,051,388	-6%
Tape storage – reel/day	13,058,533	5%	13,658,118	5%
TCP/IP & dialup access	111,701	18%	115,067	3%
Type-1 terminals	58,377	-27%	47,435	-19%
Type-2 terminals	1,034	-7%	967	-6%

For fiscal year 2002-2003, CICS service units, data entry, printer pages, type 1 and type 2 terminals usage decreased by 12%, 13%, 6%, 19% and 6% respectively. With the exception of CICS, these decreases were expected and explanations follow:

1. Data entry decreased slightly due to PDEC's (Pueblo Data Entry Center, now named DSG, Document Solutions Group and realigned into the Division of Central Services) ability to log onto networks locally to provide on-line data entry. This decrease was moderate and the affect is increased TCP/IP and Dialup access usage.
2. Printer page usage decreased by a third as a result of increased connections with LAN printers to make use of newer technology. Distributed printing and online viewing using View Direct and CA Dispatch have also been contributors to increased TCP/IP & Dialup access usage
3. Type 1 and Type 2 terminal usage decreases are the result of increased PC access to Mainframe systems through TN3270 connections.

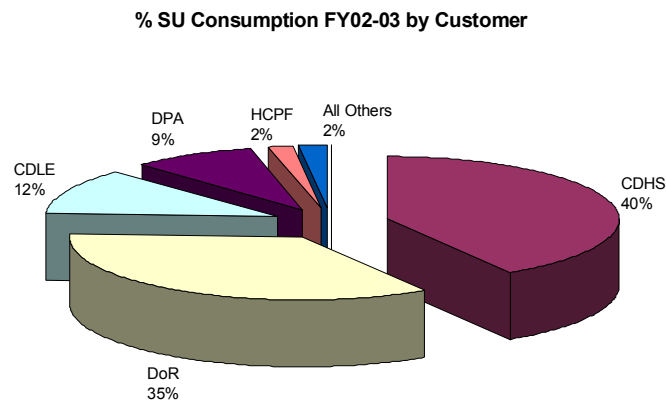
For fiscal year 2002-2003, CPU service units (SU's), Adabas SU's, Disk Storage, Tape Storage, and TCP/IP-Dialup access increased by 10%, 23%, 6%, 5%, and 3% respectively over fiscal year 2001-2002. Information Technologies and other state

agencies anticipate continued growth in these service categories for the current fiscal year for the following reasons:

- New software installations, upgrades, and hardware changes continue to require more disk space and computer processing resources. Additionally, usage will continue to grow as a result of systems and applications software testing, retention of history records, and migration to new systems.
- The Colorado population is forecasted to continue to grow in the current fiscal year and beyond. This growth rate results in a relational growth of our three largest external customers – the Departments of Human Services, Revenue, and Labor and Employment.
- Upgrades and additional software to allow improved web enablement and portal initiatives will increase TCP/IP and dialup use.

## ANALYSIS

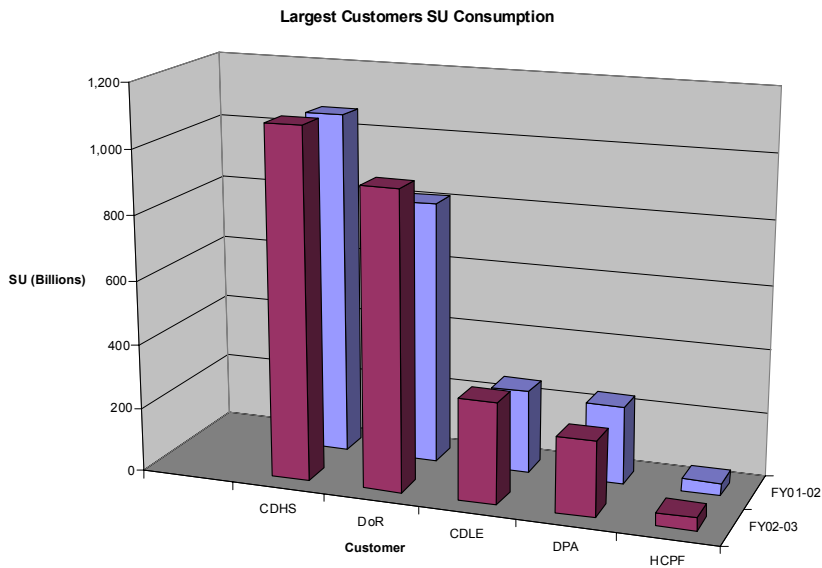
A pictorial view of CPU, CICS, and ADABAS service unit consumption on a statewide basis for the last fiscal year is depicted in the following:



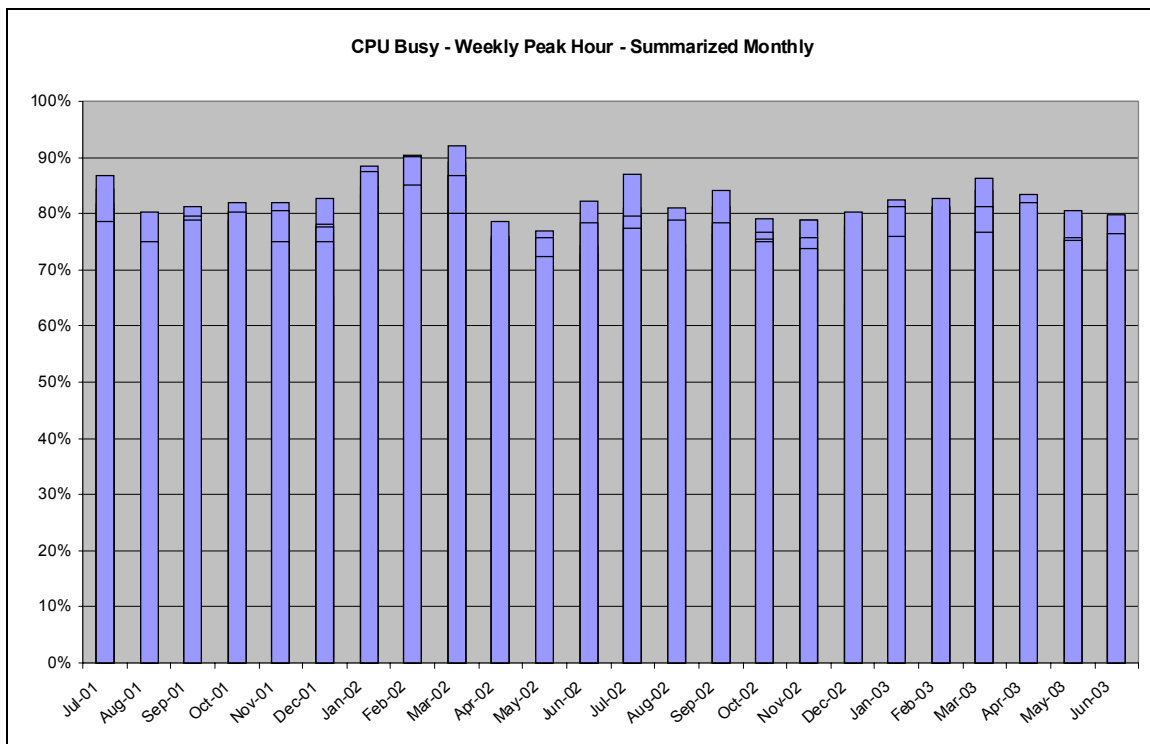
The leaders of total service unit usage on a statewide basis have not changed for several years and that trend is expected to continue. The Department of Human Services continues to be the leader in total service unit consumption with 43% & 40% for the last two fiscal years respectively. The Department of Revenue has remained the second place user over the past two fiscal years with consumption of 33% and 35%. Department of Labor and Employment has remained the third place user with 10% and 12% from FY 2002 to FY 2003. The Department of Personnel and Administration continues to rank number 4 in statewide consumption with 10% and 9% since FY 2002.

The following bar chart (Largest Customers' SU Consumption) displays the consumption by the top five users. These same five agencies have remained the leaders for the past four fiscal years. They account for approximately 96% of the total Service Unit

consumption. The preceding pie chart showed the percentage of individual agency use, while the following bar chart displays the actual number of service units consumed by the users and indicates an increase over the current and previous years.



The following bar chart (CPU Busy – Weekly Peak Hour Summarized by Month) displays the weekly peak percentage of capacity use by all agencies for each month, for the past two fiscal years.



Usage of total CPU capacity has shown seasonal trends over each of the past two fiscal years. Typically, the 3<sup>rd</sup> quarter of the fiscal year (Jan., Feb., & Mar.) is a heavy use period as a result of various processing associated with the tax season. The first quarter of the fiscal year shows moderate to heavy usage for processing activities associated with fiscal year end closing of several systems such as the Colorado Financial Reporting System (COFRS).

Following is a brief synopsis and analysis of the 10 service category areas. The analysis focuses on the Service Unit sections because they are the most expensive part of the operations of the Information Technologies Data Center.

### **CPU Service Units**

Statewide, the CPU service units billed and consumed increased by 10% for FY 2003 and 11% in FY 2002 over the previous years. The usage leaders in this category are Department of Revenue with 259.7 billion SU's, Department of Human Services with 203.4 billion SU's, Department of Personnel and Administration with 91 billion SU's, and Department of Labor and Employment with 102.2 billion SU's. Except for Department of Human Services, these agencies recorded increases of 19%, 19% and 27% respectively with CDHS decreasing slightly by 1%.

Local Affairs, 35%, saw the largest increase in CPU service unit usage. Although the percent of increase is significant for the Local Affairs, their CPU service unit consumption is only .0008% of the total usage for this category. Other significant increases were realized by the Higher Education (46%) and Agriculture (22%).

The largest decrease in CPU service units was experienced by Department of Law (-18%). There were also decreases shown by the Departments of Education (-19%) and Corrections (-10%).

### **ADABAS Service Units**

Statewide ADABAS service unit consumption increased by 23% in FY 2003 over FY 2002. The largest increase was shown by the Department of Corrections with a 60% increase. Other significant increases were achieved by the Departments of Judicial (39%), Revenue (35%), Labor and Employment (24%), and Human Services (16%). The remaining agencies logged moderate increases/decreases, with the exception of the Department of Regulatory Agencies (40%) which continues to be a very small user of ADABAS SU's, and their increases and declines were not significant. The Judicial Department and Department of Corrections are also small users of ADABAS SU's.

### **CICS Service Units**

CICS service unit consumption decreased 12% in FY 2003 after an increase of 2% in FY 2002. Due to the overall decrease, the only significant increase was at Department of Labor and Employment (6%). Decreased usage was concentrated as follows: Department of Law (-50%), Regulatory Agencies (-52%), Health (-26%), CDHS (-11%), Revenue (-17%), and DPA (-12%).

### **Disk Online Storage**

Disk online storage usage increased by 6% in FY 2003. The largest users of this service in order are departments of Human Services, Revenue, Labor and Employment, and Personnel and Administration, which recorded an increase and decrease of 4%, -3%, 28%, and 4% respectively. The four major users in this category make up 91% of the total consumption. Other significant increases in this service were experienced by the Natural Resources (29%), and Military Affairs (31%). With the expansion of Open Systems, it is projected that disk space will continue to grow in demand.

### **Printing**

The major users of this service, in order, are the Departments of Personnel and Administration, Health Care Policy and Finance, and Human Services. They make up 89% of the total consumption.

### **Tape Storage**

Tape storage usage increased by 5% in FY 2003. The major users of this service are once again departments of Human Services, Revenue, Labor and Employment, and Personnel and Administration. Increases in this service are expected to be marginal in the future.

### **TCP/IP & Dialup Access**

The unit of consumption for this category is "user months". TCP/IP and dialup access continue to show increased usage of 3% in FY 2003. The most significant usages were realized by Human Services, 52K (3%), Labor and Employment 17K (11%), and Revenue 19K (3%). Additional marginal growth is expected as SNA is retired.

### **Type 1 and Type 2 Terminals**

The Type 1 terminals are transaction-oriented devices such as CRTs and printers. Type 1 terminal usage decreased by 19% in FY 2003. The Type 2 terminals are remote job entry terminals such as Barr Printing Systems. Type 2 terminal usage decreased by 6% in FY 2003.

Type 1 and Type 2 terminal usage are expected to decrease slightly in the coming years as a result of PC access to mainframe systems through TN3270 connections.

Additionally, initiatives to promote Web access to the mainframe will continue to drive down Type 1 and Type 2 terminal usage.

### **CPU Availability**

The table below indicates total average mainframe availability by month. Total CPU availability has continued to stabilize over the past years. CPU availability of 99% is now the norm.

<b>Month</b>	<b>% Availability FY 01-02 Standard = 98%</b>	<b>% Availability FY 02-03 Standard = 98%</b>
July '02	100	99
August	100	100
September	92.9	99.9
October	100	100
November	100	99.7
December	100	100
January '03	100	100
February	100	100
March	99.9	99.7
April	100	100
May	100	100
June	92.8	100
(Average)	98.8	99.86

### **Network**

The Data Center contains a variety of state-of-the-art network and communications equipment and circuits. One of the state's five Multi-Use Network (MNT) MGX 8850 carrier grade switches is located in the Data Center along with Cisco 6509 and 7206 routers and 3030 VPN concentrator. Data circuit service is provided by Qwest on 2 OC-12 ATM circuits with Qwest Self-Healing Alternate Route Protection (SHARP) service with alternate routing to the other MGX 8850s and the Front Range GigaPop where

Internet access is achieved along with major universities in Colorado and Wyoming and National Science Foundation facilities in the Boulder area.

### **Physical Facilities and Planned Upgrades**

The Data Center has 9,075 square feet of raised floor space containing the Computer Room, server farm, office space, and print and distribution areas.

Power from Xcel Energy is obtained through one power grid which the Data Center manages with 5 Power Distribution Units (PDU) and 1 extension unit. Failover power is available through a standby generator located adjacent to the facility. This generator is currently at 70% of capacity, allowing room for expansion.

The Data Center is supported by an uninterruptible power supply (UPS) system, running at 60% of capacity, to ensure continuous availability.

The raised floor environment is controlled with 8 high capacity air conditioning units and 3 humidifiers.

In the fall of 2003 the Data Center's fire suppression system was replaced to accommodate the ozone-friendly FM-200 extinguishing agent.

Planning is underway for a redundant power supply connected to a separate Xcel grid through new switching equipment and alternate service. In addition, a second, totally redundant Internet connection is planned.